



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Livonia Central School District and Livonia Central School Certificated Administrators (2013)**

Employer Name: **Livonia Central School District**

Union: **Livonia Central School Certificated Administrators**

Local:

Effective Date: **07/01/2013**

Expiration Date: **06/30/2016**

PERB ID Number: **10638**

Unit Size:

Number of Pages: **5**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>



Working Conditions & Wage Agreement
between
Livonia Central School District & Certificated Administrators

July 1, 2013 – June 30, 2016

This document acts as notification to you of the expectations for your working conditions, salary, and benefits from July 1, 2013 through and including June 30, 2013. Certain sections of this contract that include payment other than salary may be affected if the District is forced based on the failure to gain public approval of a spending plan to operate on a contingency budget or its equivalent.

The District recognizes the importance of contract provisions to align between bargaining units and especially understands the power of leadership in setting the standard. As such, the salary structure and health insurance contribution rate mirrors the LTA contract. The District also recognizes the unique expectations, personal sacrifices, and important responsibilities that come with being an educational leader. As such, the other benefits provided in this agreement are provided specifically and solely to administrators.

Salary

You will receive the following increases to your salary for the term of this agreement:

SY 2013-14	SY 2014-15	SY 2015-16
\$1,150 +1.25%	2.5%	\$1,150 + 1.25%

Health Insurance

Each administrator can choose from the health care and dental options that the District offers with the District paying 85% and the employee contributing 15%.

Health Benefits at Retirement

Upon retirement from the school District with 10 years of service to the District (including teaching service), you will be provided health care for yourself and spouse up to age 65 at the rate of contribution based on the current LTA contract contribution rates.

Flexible Benefit Plan

You will have the opportunity to enroll in the Flexible Benefit Plan (125) currently being offered by the District.

Health Benefits Opt Out Provision

If administrators choose not to receive health plan benefits; they need to do so by July 1 of each school year. If they choose to do this, they will be given salary increase of \$2500. These monies will be a yearly addition to their regular salary. Monies will be paid by the District no later than the end of the first semester.

Medical Reimbursement Plan

You will have the opportunity to participate in the District's 105 Plan at the following payment rate, based on experience and longevity with the District.

<u>Years of District Service</u> (as an administrator)	<u>105 amount paid to employee</u>
1 to 4 years service	\$1000 per year
5-10 years service	\$1300 per year
11+ years service	\$1600 per year

Sick Days

You will be allowed sick leave without loss of salary for 18 days in any one year because of personal or immediate family sickness or personal physical disability. You will be allowed to use up to three (3) days of this sick leave for personal business without loss of salary. Unused personal days shall be transferred annually to the unused sick day category and included in the carry over for the next fiscal year.

There shall be a limit of 300 on the total number of sick days that may be accumulated from year to year. Upon retirement from the District, accumulated sick days up to the maximum limit of 300 days will be paid at one-third your per diem rate ($1/240$ your annual salary = your per diem rate). One-third of that rate will indicate the payout rate. All such payment at retirement will be paid to the employee through a District sponsored non-elective 403b plan. If the person leaves for any other reason other than retirement, they forfeit the payment for accumulated sick days.

Holidays

The following shall be paid holidays for the administrators:

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Christmas Eve Day (only if it falls on a Monday through Friday)
Good Friday	Christmas Day (if Christmas Day falls on a Saturday or Sunday, the Christmas Holiday will be on Monday)
Memorial Day	Plus 2 optional days
Independence Day (if falling on a weekend, the holiday will be on the preceding Friday)	
Labor Day	
Columbus Day	

Vacation

The District recognizes the importance of maintaining a healthy work-life balance and encourages administrators to ensure that they utilize vacation to remain energized and physically healthy. As such, you will receive the following vacation days that may be taken at any time throughout the year with prior approval by the Superintendent.

Years in District as an Administrator	Vacation Days Allotted	Buy Back Days Allowed
1-4	20	5
5-8	23	5
9-12	25	8
13-16	27	8
17+	30	10

As dedicated professionals, the District also recognizes that the demands and expectations of the job often prevent you from using your allotted vacation days. In such instances, the accumulation of vacation days and a buy back option provisions are afforded to you:

Vacation Day Accumulation

You must take a minimum of 10 vacation days per year. When you retire from the District or leave due to disability or for health reasons, accumulated vacation days will be paid up to a maximum of 50 days at the per diem rate. At retirement, payment for accumulated vacation days will be paid into a District-sponsored non-elective 403b.

Vacation Day Buy Back Option

You have the option of being compensated for vacation days each year according to longevity above pending you elect to receive this pay out with written notification to the District by January 30th of the year prior to receiving this benefit option. To be eligible for this payment for vacation days, the administrator must notify the business administrator of their intentions to do so by January 30th of the year preceding the year they intend to use this option. The rate of pay for unused vacation days is 1/240 of your annual salary for that given year.

School Related General Expenses

An allowance of \$200 per month will be made to offset school related general expenses. The administrators agree to purchase and make available personal cell phone for school related business. This amount will be included in your regular salary and paid in accordance with the normal payroll schedule.

Mileage Reimbursement

Administrators will be reimbursed for required mileage driven while carrying out their job responsibilities outside of the District. The rate of reimbursement will be set by the District and a detailed claim will be filed with the Superintendent each month for approval.

District Leadership Stipend

The District recognizes the necessity for individual contributors from all levels of the organization to take additional leadership roles to facilitate the continuous improvement efforts needed to realize our fullest potential as a learning organization. As such, administrators who are serving as the lead facilitators of District Level Committees, as assigned by the Superintendent, will receive a \$4,000 annualized stipend. This assignment and stipend is in addition to the employment expectations and salary for each individual administrator. The additional assignment(s) will be made annually by the Superintendent prior to the last BOE meeting in June of each year.

Career Award

Administrators who have been employed in the District as an administrator for 10 years immediately preceding retirement and who retire through the NYS Teachers' Retirement System shall be eligible for this benefit. For an administrator to be eligible for the Career Award, an irrevocable letter of resignation for retirement purposes must be submitted to the District and accepted by the BOE by the last day of the first academic semester in the last year of service.

Payment in the amount of \$30,000 will be made in \$10,000 installments in each of the three years immediately following the administrator's retirement. Said payments shall be made solely in the form of an employer non-elective contribution to the administrator's approved IRC 403(b) account pursuant to the Internal Revenue Code Section 403(b) and the applicable regulations. No cash or other form of compensation shall be available, with exceptions made for other provisions within this agreement. However, should the retiring administrator be deceased prior to receiving any of the remaining payments, such payment will be paid in cash to the estate of the deceased.

Professional Development

Upon the request of an administrator and upon approval of the Superintendent, the District will pay dues for membership in local and state administrators' associations (with the exception of union dues) as well as membership in other professionally related associations. Reasonable costs for travel, lodging and meals for attendance at conferences and workshops will be paid or reimbursed by the District upon submission of valid receipts, provided the Superintendent has approved attendance at such activities in advance of the administrator's attendance.

Graduate Study

Administrators will be reimbursed for successful completion of the coursework required by an accredited program for post-graduate work and/or professional certification, as approved in advance by the Superintendent. If the employee leaves the District within (3) years of receipt of the degree or certification, the employee will reimburse the District for 50% of payments.

Emergency Closing Due to Weather

Administrators serve an important leadership function during emergency closings and delays to ensure quality communication, direct staff and students, and ensure the safety of students and staff. As such, administrators are expected to report on those days when school is closed due to weather, unless conditions prevent their doing so. In such an event, the administrator will call District Office to report their inability to report.

Evaluation

As required provisions 3012-c, all principals will be evaluated under the regulatory provisions set forth under the APPR. All other administrators will be evaluated under the same provisions. Annually a separate APPR plan for Administrators will be negotiated and agreed upon prior to the first day of staff reporting for the contractual school year. If a calendar for negotiations has not been established prior to June 30, 2013, the previous year's APPR plan will be implemented for the following year.

Protection in Case of Lawsuits

Sections 3023 and 3028 of the Education Law require the Board of Education protect or defend employees under this agreement from lawsuits or charges resulting from various acts in the discharge of their duties, and that obligation is governed by law and not this agreement.

In addition, the District hereby agrees to defend any civil action or proceeding brought against an employee under this agreement, and hold that employee harmless from financial loss when such action or proceeding arises from any action or failure to act conducted in good faith and complying with NYSED Law, BOE Policy, and employment expectations by the employee while in the discharge of his/her duties within the scope of his/her employment, including, but not limited to completing evaluations and recommendations of students or employees.

The District shall not be subject to the duty imposed under this provision unless the employee provides the Superintendent with a summons, complaint, process, notice, demand or pleading within 10 days of the time the employee receives such legal notice. This provision does not apply to actions or proceedings brought against the employee by the District.